

**2013 GREAT LAKES GUARDIAN COMMUNITY FUND
GRANT FUNDING AGREEMENT**

THE AGREEMENT effective as of **insert date** (the “Effective Date”).

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

as represented by the Minister of the Environment

(the “Province”)

- and -

Legal Name of Recipient

(the “Recipient”)

BACKGROUND:

The Province administers the Great Lakes Guardian Community Fund to support its ongoing commitment to the protection and restoration of the ecological health of the Great Lakes and St. Lawrence River Basin.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. In the Agreement, the following terms shall have the following meanings:

“**Agreement**” means this agreement entered into between the Province and the Recipient and includes all of the schedules and any amending agreement.

“**Budget**” means the budget attached to the Agreement as Schedule “B”.

“**Funds**” means the money the Province provides to the Recipient pursuant to the Agreement.

“**Maximum Funds**” means \$xx.

“**Party**” means either the Province or the Recipient.

“**Project**” means the scope of work set out in Schedule “A”.

“**Reports**” means the reports described in Schedule “C”.

**ARTICLE 2
FUNDS AND CARRYING OUT THE PROJECT**

2.1 Funds Provided. The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the milestone payments set out in Schedule "C"; and
- (c) deposit the Funds into an interest bearing account as directed by the Recipient provided that the account is:
 - (i) at a Canadian financial institution; and
 - (ii) in the name of the Recipient.

2.2 Limitation on Payment of Funds. Despite section 2.1:

- (a) the Province does not have to provide any Funds to the Recipient until the Recipient provides the insurance certificate required by section 5.12;
- (b) the Province does not have to provide the milestone payments set out in Schedule "C" until it is satisfied with the progress of the Project;
- (c) the Province may reduce the amount of a milestone payment set out in Schedule "C" if the Province is not satisfied with the progress of the Project or if Reports or other reports are not completed to the satisfaction of the Province; and
- (d) if the Province does not get the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province does not have to make any such payment to the Recipient, and the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement.

2.3 Use of Funds and Project. The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

2.4 No Changes. The Recipient shall not make any changes to the Project, including timelines and/or the Budget without the prior written approval of the Province.

2.5 Interest. If the Recipient earns any interest on the Funds:

- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

2.6 Maximum Funds. The Recipient acknowledges that it shall not receive any more money for the Project from the Province other than the amount of the Maximum Funds.

2.7 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds is based on the actual costs of the Project to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund. The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

- 2.8 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

ARTICLE 3

REPORTING, ACCOUNTING AND REVIEW

- 3.1 **Preparation and Submission.** The Recipient shall **send to the** Province at the address set out after the signature block at the end of the Agreement:
- (a) all Reports set out in Schedule “C”, or in a form as specified by the Province;
 - (b) any other reports required by the Province;
- and the Recipient will ensure that all Reports and other reports are completed to the satisfaction of the Province; and that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 3.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 3.2 **Inspection.** The Province may, at its own expense, upon 24 hours’ notice to the Recipient and during normal business hours, enter upon the Recipient’s premises to:
- (a) review the progress of the Project and the Recipient’s expenditure of the Funds;
 - (b) inspect and copy the records and documents referred to in section 3.2; and
 - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.
- 3.4 **Disclosure.** To assist the Province with an inspection, the Recipient shall disclose any information requested by the Province in any form requested by the Province.
- 3.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient’s records.
- 3.6 **Auditor General.** The Province’s rights of inspection in Article 3 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 4

CONFLICT OF INTEREST

- 4.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 4.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 4.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 5

GENERAL TERMS AND CONDITIONS

- 5.1 **Experience.** The Recipient has, and shall continue to have while undertaking the Project, the experience and expertise necessary to carry out the Project.
- 5.2 **Information.** The Recipient confirms that the information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and the Recipient promises that the information shall continue to be true and complete while undertaking the Project.
- 5.3 **Acquisition.** The Recipient agrees that if it buys any supplies, equipment or services with the Funds, it will ensure the best value for money.
- 5.4 **Aboriginal.** The Recipient agrees to immediately notify the Province if any aboriginal group makes any inquiries about the Project.
- 5.5 **Direction.** The Recipient agrees to comply with the Province's direction regarding the Recipient's consultation with any aboriginal groups.
- 5.6 **Disclosure.** The Province may make public the names of the Recipient, Project team members, Recipient address, Recipient telephone numbers, Recipient e-mail addresses, Recipient website addresses, Project description, funding amount, and Project results and progress in formats the ministry may choose (e.g. tweets, news releases, speeches).
- 5.7 **Personal Information.** The Recipient confirms that it has received permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.
- 5.8 **Consent.** The Recipient consents to the Province's collection of the information as contemplated under the Agreement for the uses contemplated under the Agreement and Section 5.6.
- 5.9 **FIPPA.** The Recipient acknowledges that the Province is bound by the Freedom of Information and Privacy Act and that any information provided to the Province in connection with the Project or the Agreement may be disclosed in accordance with that Act.
- 5.10 **Indemnity.** The Recipient agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province and its agents, appointees and employees.
- 5.11 **Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability

insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- (a) Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees as additional insureds with respect to liability arising in the course of performance of the applicant's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation, termination or material change.

- 5.12 **Certificate.** The Recipient shall provide the Province with certificates of insurance that confirms the insurance coverage as provided for in section 5.11. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.
- 5.13 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.
- 5.14 **Termination on Notice.** The Recipient agrees that the Province may terminate the Agreement at any time upon giving at least 30 days notice to the Recipient. When the Agreement is terminated the Recipient agrees to (a) return to the Province all unspent funds remaining in the possession or under the control of the Recipient by cheque made payable to the "Ontario Minister of Finance" and (b) provide a final report to the Province setting out the information required in Schedule "C".
- 5.15 **Termination for Cause.** The Recipient agrees that the Province may terminate the Agreement immediately if in the sole opinion of the Province, the Recipient breaches any clause in the Agreement. The Recipient also agrees that the Province may recover up to the full amount of the Funds provided to the Recipient by the Province.
- 5.16 **Expiry.** The Agreement will expire 30 days after the Province receives a satisfactory final report from the Recipient. The Recipient shall, upon expiry or termination of the Agreement, return to the Province any Funds remaining in its possession or under its control.
- 5.17 **Amendment.** The Agreement may only be amended by a written agreement duly executed by the Province and the Recipient.
- 5.18 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 5.19 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 5.20 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.
- 5.21 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

The Parties have executed the Agreement as of the Effective Date.

HER MAJESTY THE QUEEN in right of Ontario
as represented by the Minister of the Environment

enter Legal Name of Recipient

Name:
Title:
Pursuant to delegated authority

Name:
Title:
I have the authority to bind the Recipient

Date: _____

Date: _____

Address:
phone, fax, email here

Address:
phone, fax, email here

SCHEDULE "A"
PROJECT DESCRIPTION AND TIMELINES

A.1 PROJECT SUMMARY

a) Background

fill in

Retain Consultant through Single Source

In addition to the requirement of demonstrating best value for money in s. 5.3, if the Recipient retains the services of any type of provider (xx) through its single source contract procedure, then the Recipient as part of its agreement with (xx) will include language that will allow the Province to review the progress of this aspect of the Project being undertaken by xx and the expenditure of the Funds by xx using language similar to that outlined in Sections 3.3 to 3.6 of the Agreement.

The Recipient has determined that xxxxxxxx.

A.2 TIMELINES

The following are the timelines for the Project:

Project Activity / Task	Start Date	Finish Date

A.3 Project Participants

The Project will be undertaken by the following participants/Project team members:

Organization	Participant Name	Expertise, experience and capacity of the individual that is relevant to this project	Role and responsibility of the participant/ organization in the project

SCHEDULE "B"
BUDGET

The Recipient will expend the Funds in accordance with the following Budget:

TABLE A

Item	Description	Units or # People	Unit Cost or Rate (\$/hr)	Time (# hrs) if applicable	Total Cost (\$)
1					
Table A Total Costs:					

TABLE B

In-Kind Contributions: Expenses or non-financial contributions that the Recipient will contribute to the Project at no cost.

Item	Description	Units or # People	Unit Cost or Rate (\$/hr)	Time (# hrs) if applicable	Total Cost (\$)
1					
Table B Total In-Kind Contributions:					

TABLE C

	Name of Other Funders to the Project	Description of Relevant Activities	Anticipated Funds	Have Funds Been Secured?
1				<input type="checkbox"/> Yes <input type="checkbox"/> No
Table C Total Anticipated Funds from Other Contributions:				

SCHEDULE “C” REPORTS AND PAYMENTS

The Recipient will submit to the Province all reports in this Schedule “C” in accordance with the content requirements set out below. Funding provided by the Province for eligible costs relating to the Project will be provided to the Recipient based on the following milestones.

Milestone	Due Date	Payments
Start of the Project	N/A	\$
Progress Report #1	Insert Date	\$
Progress Report #2	Insert Date	\$
Final Report	Insert Date	\$
Other Reports as specified from time to time	On a date or dates specified by the Province.	N/A

Payments

1. As indicated above, payments will be made by the Province to the Recipient following (i) start of the project; (ii) the Province’s acceptance of each progress report; and (iii) the Province’s acceptance of the final report.

Report Details

2. The Progress Report will:
 - (i) set out actions undertaken to the date of the report and how they relate to the objectives of the project;
 - (ii) set out any project milestones achieved within the reporting period and show how project objectives / expectations have been met;
 - (iii) set out any variances from the workplan, the reasons for such variances and the strategy used to correct the variances and achieve the project objectives;
 - (iv) include a statement confirming the applicant is in compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province;
 - (v) if any funds provided by the Province were used to purchase goods or services, include all the procurement details about the Recipient’s purchase of those goods or services related to the project and a detailed description of the Recipient’s competitive process if a competitive process was utilized;
 - (vi) include an interim accounting of all project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, or as otherwise agreed to by the Province confirming actual project expenditures and providing an explanation for any variances from the budget;
 - (vii) include an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization; and
 - (viii) identify whether or not the project as described in the Agreement can be completed.

3. The Final Report will:

- (i) discuss project objectives / expectations and activities completed, confirming that project objectives / expectations were met, setting out lessons learned;
- (ii) include a final accounting of all project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, or as otherwise agreed to by the Province, confirming actual project expenditures and providing an explanation for any variances from the budget;
- (iii) include an accounting of any unspent funds and an explanation as to why there are remaining funds;
- (iv) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and
- (v) include a statement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province confirming applicant compliance with the terms and conditions of the Agreement.

4. Other Reports:

- (i) the Province will specify the timing and content of any other reports as may be necessary.